

File Grace contracts

GRACE

Organic Chemicals Division

Nitroparaffins Group

W. R. Grace & Co. - Conn.

55 Hayden Avenue

Lexington, MA 02173

(617) 861-6600

May 31, 1990

Mr. William J. Eissler, Jr.
Vice President & General Manager
Organic Chemicals
Cedar Chemical Corporation
5100 Poplar Avenue, 24th Floor
Memphis, TN 38137

Dear Mr. Eissler:

Per Article 5.2 of the Agreement between our companies (dated March 10, 1990), Grace deems the TA Product Start-Up to be complete as of the end of May 31, 1990. Effective June 1, 1990, the Nitroparaffin Derivatives Plant shall revert to Production Month Status and Grace shall be invoiced by Cedar for base fees at the rate of \$140,000 per month.

Please inform the appropriate people in your organization of this change.

Sincerely,



Richard C. Zagraniczny
Product Development Manager

RCZ:doc

cc: M. DiPanfilo
F. R. Huber
P. I. Kiziuk
J. Miles/Cedar

Richard agreed to waive this
5/31/90
GLR

9351970



Telex: 200076 GRLX UR

FAX: 617-863-8070

TWX: 710-326-0744

GRACE

Organic Chemicals Division

W. R. Grace & Co.-Conn.
55 Hayden Avenue
Lexington, Mass. 02173

(617) 861-6600

March 18, 1991

Cedar Chemical Corporation
5100 Poplar Avenue, 24th Floor
Memphis, Tennessee 38137

Attention: Mr. J. Randal Tomblin

Gentlemen:

W. R. Grace & Co.-Conn. (together with its subsidiaries and affiliates, "Grace") is prepared to furnish to Cedar Chemical Corporation (the "Company") certain financial and other information concerning our nitroparaffins business (the "Subject Business") in connection with the Company's consideration of a possible acquisition of the Subject Business.

As used herein, "Confidential Information" means information regarding the Subject Business furnished to the Company by or on behalf of Grace, but in any event does not include information which (1) was available to the Company or the public prior to the time of such disclosure, (2) becomes available to the public through no act or omission of the Company, or (3) becomes available to the Company from a third party not under any obligation of confidentiality to Grace with respect thereto.

The Company shall hold the Confidential Information in confidence, shall use it only in the evaluation of the Subject Business as a possible acquisition candidate, and shall not disclose any of the Confidential Information except (a) to the Company's directors, officers, employees and advisors (including outside attorneys, accountants and consultants) (collectively, "Representatives") who need such information for the purpose of evaluating the Subject Business or any such proposed acquisition (and such Representatives shall be informed by the Company of the confidential nature of the material and the Company shall be responsible for its Representatives' compliance with this Agreement) or (b) as may be required by law in the reasonable judgment of the Company's counsel. In the event of disclosure under clause (b), the Company promptly shall provide Grace with notice thereof so that Grace may seek a protective order or other appropriate remedy, and the Company shall exercise reasonable efforts to assist Grace in obtaining such order or remedy.

Upon termination of the Company's evaluation of the Subject Business, or at any earlier time upon Grace's request, the Company shall return to Grace all documents furnished to the Company by or on behalf of Grace containing Confidential Information, except that the Company may retain a single copy of any such document in the files of its legal counsel for the sole purpose of establishing in the future, if necessary, the identity of the Confidential Information. Any notes and other materials prepared by the Company (or any of its Representatives) containing or based upon the Confidential Information will be held subject to the terms of this Agreement or destroyed.

For a period of three years from the date hereof, the Company shall not directly or indirectly solicit for employment, or for consulting, any employee of Grace who comes to the Company's attention as a result of its investigation of the Subject Business.

While Grace shall endeavor to furnish information which it considers to be relevant for the purpose of the Company's investigation, neither Grace nor its Representatives make any representations or warranties as to the accuracy or completeness of the Confidential Information, except as may be specifically provided in a formal written agreement providing for a transaction between the parties. The Company agrees that neither Grace nor Grace's Representatives shall have any liability to the Company or its Representatives resulting from the use of the Confidential Information, except as may be specifically provided in a formal written agreement.

The Company understands and acknowledges that the Confidential Information may be delivered to a limited number of companies which may also be interested in submitting proposals for acquiring the Subject Business and that Grace shall have no obligation to accept any proposal whether or not it represents the highest proposed purchase price. Grace reserves the right to negotiate with one or more prospective purchasers.

No failure or delay by Grace in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other or further exercise of any other right hereunder.

In addition to any remedies available at law, Grace, upon an appropriate showing, shall also be entitled to equitable relief, including injunction and specific performance, in the event of any breach or threatened breach of this Agreement. The Company shall indemnify, defend and hold Grace harmless from any claims of brokers, finders and others claiming through the Company with respect to any transaction which may be consummated between the Company and Grace.

The Company's obligations under this Agreement shall extend for a period of three years from the date hereof.

No party to any proposed acquisition or other transaction (or any related person) will be under any obligation to proceed, and no commitment, undertaking or other obligation of any nature whatever (except the confidentiality and other obligations set forth in this Agreement) shall be implied, unless and until a duly authorized written agreement in detailed legal form providing for such obligation has been executed and delivered by all parties intended to be bound, notwithstanding the results of any negotiations, or any offer or bid, or any management or board of directors approvals, or other indications of assent.

This Agreement sets forth the entire understanding and agreement of the parties and related persons with regard to the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements and understandings related thereto. In the event of any inconsistency between this Agreement and any statement contained in or transmitted with the Confidential Information, this Agreement shall control. This Agreement may be amended, superseded or cancelled only by a written instrument which specifically states that it amends, supersedes or cancels this Agreement, executed and delivered by an authorized officer of each entity to be bound thereby.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, other than any conflict-of-laws provision thereof that would otherwise require the application of the law of any other jurisdiction. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors in interest.

Please confirm your agreement with the foregoing by signing and returning to us a copy of this Agreement.

Very truly yours,

W. R. Grace & Co.-Conn.

By: Edward G. Najjar
Edward G. Najjar
Vice President

Accepted and agreed:

Cedar Chemical Corporation

By: J. Randal Tomblin

Name: J. RANDAL TOMBLIN

Title: Senior Vice President

GRACE

Organic Chemical Division
Nitroparaffins Group

W. R. Grace & Co.
55 Hayden Avenue
Lexington, Mass. 02173

(617) 861-6600

September 16, 1987

Mr. Ron Cheves
Vice President
Cedar Chemical
One Greentree Centre
Marlton, NJ 08053

Dear Ron:

Per our phone conversation, enclosed are two copies of the executed secrecy agreement with the changes I alluded to. Please initial and date the top of page 3 adjacent to the words "or other rights". Also, please send one copy back to me in Lexington for our files. As soon as we receive, I'll forward process descriptions to Geoff Pratt in Memphis.

Sincerely,



Richard C. Zagraniczny
Product Development Manager

RCZ:doc

Enclosures

9-1-87

CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT dated as of the 1 day of Sept., 1987, by and between W. R. GRACE & CO., 55 Hayden Avenue, Lexington, Massachusetts 02173, acting through its Organic Chemicals Division ("Grace") and CEDAR CHEMICAL CORPORATION, One Greentree Centre, Marlton, New Jersey 08053 (the "Company").

W I T N E S S E T H:

WHEREAS, Grace is engaged in the design and manufacture of nitroparaffin derivatives (the "products"); and

WHEREAS, Company has the ability to manufacture various chemical materials; and

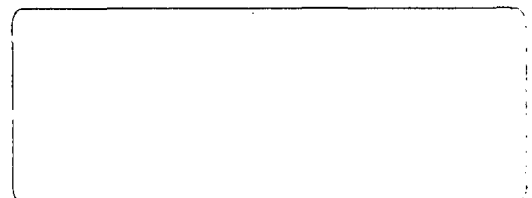
WHEREAS, Grace wishes Company to evaluate the said products for the purpose of advising Grace as to Company's ability to toll manufacture certain products for Grace; and

WHEREAS, in connection with such evaluation by Company Grace will have to disclose to the Company confidential technical and process information of Grace, which Grace considers to be proprietary and a valuable commercial asset of Grace.

NOW, THEREFORE, the parties agree as follows:

1. The term "Confidential Information" as used herein means any and all information, data, specifications, formulae, and design, construction and process information whether patentable or not patentable concerning the products and their use except:

(a) Information which at the time of disclosure hereunder



is in the public domain;

- (b) Information which after disclosure hereunder is published or otherwise becomes part of the public domain through no fault of the Company, but only after it is published or comes into the public domain;
- (c) Information which the Company can show as having been in its possession at the time of its disclosure hereunder; and
- (d) Information which the Company can show as having been received by it after the time of disclosure of the same hereunder from a third party who did not acquire it directly or indirectly under an obligation of confidence.

However, Confidential Information shall not be deemed within the foregoing exceptions if (1) specific information is merely embraced by more general information in the public domain or the Company's possession or if (2) it constitutes a combination which can be reconstructed from multiple sources in the public domain or the Company's possession, none of which shows the whole combination and its principle of operation.

2. The Company agrees that for a period of ten (10) years from the date hereof it will not use Confidential Information for any purpose other than to so evaluate the products for the purposes hereof, and will not use the Confidential Information, or disclose the Confidential Information to third parties without the express prior written consent of Grace.

3. In receiving Confidential Information the Company understands that it receives no right to a license, implied or

OR OTHER RIGHTS PJK RC 9/18/87
9/17/87

otherwise, under any patents now or hereafter owned or controlled by Grace.

4. Notices, demands and communications hereunder, to Grace or the Company, must be given or sent and shall be deemed to have been given or sent,

(a) if intended for Grace, by mailing by registered mail with postage prepaid, addressed to:

W. R. Grace & Company
Organic Chemicals Division
55 Hayden Avenue
Lexington, Massachusetts 02173
Attention: Peter Kiziuk, Director of Marketing

(b) if intended for the Company, by mailing by registered mail with postage prepaid, addressed to:

Cedar Chemical Corporation
One Greentree Centre
Suite 201
Marlton, NJ 08053
Attention: R. Cheves, Vice President

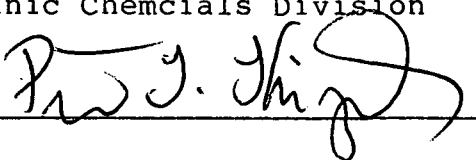
Either party may change the address to which such notices, demands and communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

5. This Agreement contains the entire agreement of the parties in respect of the subject matter hereof and will be construed in all respects in accordance with the laws of the Commonwealth of Massachusetts.

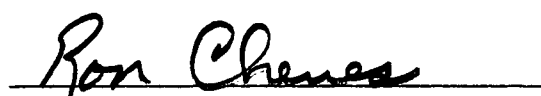
W. R. GRACE & COMPANY
Organic Chemicals Division

CEDAR CHEMICAL CORPORATION

BY



BY



Title Director, Marketing

Title Vice President

SECRECY AGREEMENT

THIS AGREEMENT, made this 24th, day of July, 1990 by and between CEDAR CHEMICAL CORPORATION, a Delaware corporation, having its principal place of business at 24th Floor, Clark Tower, 5100 Poplar Avenue, Memphis, Tennessee 38137 (hereinafter referred to as "Cedar"), and DELTA PROCESS MANAGEMENT (hereinafter referred to as Delta) having its principal place of business at 1985 Nonconnah Boulevard, Memphis, Tennessee, 38132

WHEREAS, Cedar possesses technical information and know how related to various confidential chemical processes,

WHEREAS, Cedar wishes to disclose such information to Delta as a basis for providing services to Cedar:

NOW, THEREFORE, the parties agree as follows:

1. The technical information and know-how disclosed by Cedar to Delta hereunder and designated in writing to be confidential shall, for a period of ten years from the date of this Agreement, be kept confidential by Delta with the same reasonable precautions against disclosure to other parties that Delta uses with respect to its own information of a similar nature. Information disclosed orally will be considered non-confidential (except discussions of written documents designated as confidential) unless, within thirty (30) days after such oral disclosure, a written disclosure is submitted to Delta containing the information which was orally disclosed, and confirming the confidential nature of such information.

2. The obligations set forth in paragraph 1 hereof shall not apply to (a) information which is now or later becomes publicly known through no fault of Delta, (b) information which Delta obtains from a third party entitled to disclose it, or (c) information which was already known to Delta at the time of its disclosure hereunder, as supported by Delta's prior written records.

3. Delta shall not use for commercial purposes without prior written consent of Cedar any information deemed confidential pursuant to the terms of this Agreement, for so long as such information must be maintained confidential hereunder.

4. Nothing contained in this Agreement shall be deemed to grant Delta a license to use any confidential information disclosed to it hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

CEDAR CHEMICAL CORPORATION

By: William F. Enderf
Vice Pres - organic Chemicals

DELTA PROCESS MANAGEMENT, INC.

By: George F. Mather
VICE PRESIDENT

CEDAR CHEMICAL CORPORATION

24th Floor • 5100 Poplar Avenue • Memphis, TN 38137 • 901-685-5348

June 1, 1990

Mr. Jim Fowler
President
Delta Process Management, Inc.
1985 Nonconnah Blvd.
Memphis, Tennessee 38132

Re: W. R. Grace Project

Dear Jim:

Subject to your confirmation of the understandings expressed in this letter, I am delivering herewith Cedar's check payable to the order of Delta Process Management in the sum of \$142,822 in full and final payment of all sums due by Cedar under our engineering, construction & installation contract dated March 10, 1989. As we have discussed, the enclosed check represents the retainage amount claimed in your amended invoice dated April 27, 1990 (\$167,822) less the late fee incurred by Cedar, totalling \$25,000, as specified in Article 1 subsection 1.5 of the above mentioned contract between our companies, and is accepted by you in full and final payment of all sums due.

For purposes of calculating the duration of your company's warranties set out in Paragraph 4 of the general conditions of our contract (Schedule 1), it is understood that the date of completion of the project is considered to be January 28, 1990, which is the date that Grace accepted as the start-up date. The warranties, and the provisions of our Secrecy Agreement referred to in the Contract, will of course survive our final payment.

This also confirms our understanding that all sub-contractors, including but not limited to equipment suppliers and laborers employed by your company in connection with the perfor-

Mr. Jim E. Fowler
May 31, 1990
Page Two

mance of the work under our contract have been paid in full or satisfactory arrangements have been made by Delta for paying them in full. Your signature below, as well as on the attached Waiver of Lien, will certify that our understanding in this regard is correct.

Very truly yours,



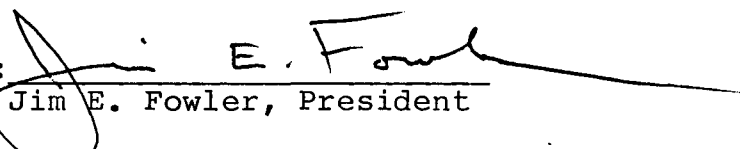
William J. Eissler, Jr.
Vice President & General Manager
Organic Chemicals

WJE:bd

Agreed:

DELTA PROCESS MANAGEMENT, INC.

By:



Jim E. Fowler, President

cc: John C. Bumpers
J. Randal Tomblin
Niven D. Morgan, Jr.
Allen T. Malone

INVOICE

Invoice Number **90 - 1351**

Date April 27, 1990

TO

Cedar Chemical Corporation
5100 Poplar Avenue
Suite 2414
Memphis, Tennessee 38137

Purchase Order Number 042681

REMIT TO

DELTA PROCESS MANAGEMENT, INC.
1985 NONCONNAH BOULEVARD
MEMPHIS, TENNESSEE 38132
(901) 398-5151

(PN078)

REQUISITION FOR PAYMENT

Application Number Ten

Period from December 1, 1989 to April 27, 1990:

Engineering and Administration -----	\$ 51,793.00
Process Equipment (see attached list) -----	\$ 19,169.00
Construction (see attached list) -----	\$237,797.00
Materials (see attached list) -----	\$ 19,041.00
Freight (see attached list) -----	\$ 168.00
Fuel (see attached list) -----	\$ 1,402.00
December through April Expenditures Total To Date -----	\$329,370.00
Required Retainage -----	[\$167,822.00]
Total Loss by Delta -----	(\$161,548.00)
Amount of Application #10 -----	\$167,822.00

Original Contract Sum ----- \$2,989,760.00
Less: Previous Applications & Credits ----[\$2,821,938.00]
Contract Balance as of December 1, 1989 --- \$ 167,822.00
Less: Application #10 -----[\$ 167,822.00]

Less Delay Fee

25000⁰⁰

CONTRACTOR CERTIFICATION

The submission of this Requisition for Payment constitutes certification by Delta Process Management, Inc. that all of the said costs have been paid or shall be paid within thirty (30) days of the requisition date or ten (10) days after payment by Cedar Chemical Corporation, whichever is later.

Respectfully Submitted By: Jim E. Fowler

Purchased For Resale. Includes No Sales or Use Tax, if applicable.

~~142,822.00~~
Total Due \$167,822.00

NET 10 DAYS

TO: First American Title Insurance Company of the Mid-West and _____ (Mortgagee)

(Address)

PART I—WAIVER OF LIENS

We, the undersigned, are general or subcontractors, materialmen, or other persons furnishing services or labor or materials, as indicated under our respective signatures below, in the construction or repair of improvements upon real estate owned by Cedar Chemical Corporation and described as follows:

Property located in Private Survey No. 2412 and Private Survey No. 2433,
T2S,R4E, Phillips County, Arkansas, more particularly described in
Commitment No. FAT387-89

In consideration of the sum of \$1.00 to each of us in hand paid, receipt whereof is hereby acknowledged, and other benefits accruing to us, and in order to procure the making of one or more loans on said real estate, as improved, we do hereby waive, release and quit-claim in favor of each and every party making a loan on said real estate, as improved, and his or its successors and assigns, and in favor of the owners of said property, their heirs, personal representatives, successors and assigns, all right that we, or any of us, may now or hereafter have to a lien upon the land and improvements above described, by virtue of the laws of the state wherein said land is situate, or any amendments of said laws; and we do further warrant that we have not and will not assign our claims for payment, nor our right to perfect a lien against said property, and that we have the right to execute this waiver and release thereof.

ALL of the subscribers to this instrument respectively warrant that all laborers employed by them upon the aforesaid premises HAVE BEEN FULLY PAID and that none of such laborers have any claim, demand, or lien against said premises; and further, that no chattel mortgage, conditional bill of sale or retention of title agreement has been given or executed by the said owner or any general contractor or other party or any of us, for or in connection with any material, appliances, machinery, fixtures, or furnishings placed upon or installed in the aforesaid premises by any of us, other than:

It is understood and agreed that any and all signatures hereto are for all services rendered, work done and material furnished heretofore and hereafter by the signers in any and all capacities, and are not understood to be only for the particular time against which the signature is affixed.

Witness the following signatures and seals this 13th day of JUNE, 1990. Show in following columns in space provided therefore amount of claim only if unpaid. If no amount is shown in these columns as unpaid, the subscribers hereto warrant and certify they have been paid in full for all services rendered, work done and materials furnished heretofore and hereafter.

(\$ _____)	Architect	(SEAL)	(\$ _____)	Milwork	(SEAL)
(\$ -0-)	Delta Process Management, Inc.	(SEAL)	(\$ _____)	Oil Burner	(SEAL)
(\$ _____)	General Contractor	(SEAL)	(\$ _____)	Paint	(SEAL)
(\$ _____)	Air Conditioning Equipment and Work	(SEAL)	(\$ _____)	Painting	(SEAL)
(\$ _____)	Brick	(SEAL)	(\$ _____)	Plaster Materials	(SEAL)
(\$ _____)	Bricklaying	(SEAL)	(\$ _____)	Plastering	(SEAL)
(\$ _____)	Carpentry	(SEAL)	(\$ _____)	Plumbing Fixtures	(SEAL)
(\$ _____)	Cinder or Concrete Blocks	(SEAL)	(\$ _____)	Plumbing	(SEAL)
(\$ _____)	Concrete Work	(SEAL)	(\$ _____)	Ready Mixed Cement or Concrete	(SEAL)
(\$ _____)	Electric Fixtures	(SEAL)	(\$ _____)	Refrigeration	(SEAL)
(\$ _____)	Electric Wiring	(SEAL)	(\$ _____)	Roofing Materials	(SEAL)
(\$ _____)	Excavation	(SEAL)	(\$ _____)	Roofing Work	(SEAL)
(\$ _____)	Flooring	(SEAL)	(\$ _____)	Sand and Gravel	(SEAL)
(\$ _____)	Floor Scraping	(SEAL)	(\$ _____)	Screens	(SEAL)
(\$ _____)	Glass	(SEAL)	(\$ _____)	Sheet Metal Work	(SEAL)
(\$ _____)	Glass Work	(SEAL)	(\$ _____)	Steel Windows	(SEAL)
(\$ _____)	Gutters and Downspouts	(SEAL)	(\$ _____)	Stone and Stone Work	(SEAL)
(\$ _____)	Hardware	(SEAL)	(\$ _____)	Stucco	(SEAL)
(\$ _____)	Heating Equipment	(SEAL)	(\$ _____)	Tile or Marble and Setting	(SEAL)
(\$ _____)	Insulation Materials and Work	(SEAL)	(\$ _____)	Wall Board	(SEAL)
(\$ _____)	Iron and Steel Materials and Work	(SEAL)	(\$ _____)	Wall Paper	(SEAL)
(\$ _____)	Landscaping	(SEAL)	(\$ _____)	Wall Papering	(SEAL)
(\$ _____)	Lime and Cement	(SEAL)	(\$ _____)	Septic Tank	(SEAL)
(\$ _____)	Linoleum	(SEAL)	(\$ _____)		
(\$ _____)	Lumber	(SEAL)	(\$ _____)		

SEE AFFIDAVITS ON THE REVERSE SIDE HEREOF. THIS WAIVER WILL NOT BE ACCEPTED
UNLESS THESE AFFIDAVITS ARE EXECUTED

PART II - ANSWERS

78. A) $\frac{1}{2}$ B) $\frac{1}{6}$ C) $\frac{1}{3}$ D) $\frac{1}{4}$ E) $\frac{1}{5}$

79. A) 100 B) 10 C) 1000 D) 10000 E) 100000

COUNTY _____ of SHELBY

TO-WIT:

DELTA PROCESS MANAGEMENT, INC.

By: Jim E. Fowler
Jim Fowler,
President General Contractor, if any.

Subscribed and sworn to before the undersigned, a Notary Public for the County of Shelby
State of Tennessee, in said state, this 13th day of JUNE, 1990.

John B. [Signature]
Notary Public.
MY COMMISSION EXPIRES AUG. 4, 1991

PART III—AFFIDAVIT

COUNTY of SHELBY

TO-WIT:

I, William J. Eissler, Jr., having been first duly sworn, doth now depose and say: That the persons, firms and corporations who have executed the waiver of liens on the reverse side hereof include all of the persons, firms and corporations with whom or with which I have contracted for services, labor, or materials in the construction or repair of improvements on the real estate described in said waiver; that, as of the date of this affidavit, such work has been fully completed and accepted by me; that the general contractor, if any, and all other parties with whom I have contracted have been paid in full; that, at the time of paying said parties in full, I had no notice of any claim of any subcontractor, laborer or materialman; and that I do not now have notice of any claim of any subcontractor, laborer or materialman.

CEDAR CHEMICAL CORPORATION

By: William J. Eissler, Jr. Owner.
Vice President and General Manager
Organic Chemical Owner.

Subscribed and sworn to before the undersigned, a Notary Public for the County of Shelby
State of Tennessee, in said state, this 13th day of JUNE, 1990.

Notary Public.

NOTE: If title is vested in two or more persons, each such person should execute the affidavit at Part III above.

TO: FIRST AMERICAN TITLE INSURANCE
COMPANY OF THE MID-WEST and

(Mortgagee)

and

(Address)

WAIVER OF LIENS

INSTRUCTIONS:

1. This instrument will not be satisfactory or acceptable unless ALL of the signature blanks in Part I are filled in by signatures of proper parties or if no such material or labor has been furnished, such fact is shown by the word "none" inserted in the blank. When materials furnished by the general contractor pursuant to his contract with the owner were obtained from sources other than his own stock or manufacture of such materials, the persons, firms or corporations from which the materials were obtained, rather than the general contractor, must sign for such materials.
2. In the middle of the third line in Part I the name of the owner of the property should be inserted.
3. In the space after the third line in Part I a description of the property should be inserted, care being taken to identify the property with the record description. Please be certain that this part of the waiver is completed before same is executed by any party.
4. The signatures to the waiver should be in accordance with the following: Unless the party signing be an individual, it should be stated whether a partnership or corporation. If a partnership, one of the partners must sign the name of the firm by him and show after his signature on behalf of the firm the fact that he is a partner. If a corporation, then the name of the corporation must be written and signed by an executive officer, the official title of such officer being placed after his signature and the corporate seal affixed. A signature by one individual on behalf of another individual will not be accepted unless the waiver is accompanied by power of attorney showing the authority of such individual to sign on behalf of the other individual. If an individual is doing business under a trade name and executes the waiver in such trade name, he should affix his signature after such trade name and show that he is the owner. Unless the signatures are taken in the presence of the local attorney, he should be sure to verify their genuineness. Where a subcontractor or materialman has been fully paid and no waiver is to be taken, his name should be typewritten in Part I, showing contract price, and receipt showing payment in full should accompany the waiver.
5. The affidavit, Part II, should be executed by the general contractor, if any. The affidavit, Part III, should be executed by the owner. If the owner is also the general contractor, the affidavit, Part III, should be executed by him.